



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

February 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONCESSION AGREEMENT FOR THE OPERATION OF THE
CAFETERIA AT THE SHERIFF'S HEADQUARTERS
(FIRST DISTRICT) (4-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed concession agreement categorically exempt under the California Environmental Quality Act (CEQA).
2. Approve the award of and instruct the Chair to sign the attached concession agreement with LunchStop, Inc. for the operation of the employee and public cafeteria at the Sheriff's Headquarters for a term of three years, effective February 16, 2005. There is no cost to the County and the projected annual revenue, in the amount of \$7,680, will be deposited in the County General Fund.
3. Authorize the Chief Administrative Officer to exercise an option to extend the term of the concession agreement for two additional one-year renewal options, for a maximum total of five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action would provide cafeteria services to employees and members of the public visiting the Sheriff's Headquarters, located at 4700 Ramona Boulevard, Monterey Park. The concession agreement, with LunchStop, Inc. is for three years and includes two-one year renewal options, for a total term of five years, commencing on February 16, 2005.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

LunchStop, Inc., the successful proposer in the competitive Request for Proposals (RFP) process, is recommended by the Chief Administrative Office (CAO) and the Sheriff's Department to replace the previous vendor, whose contract expired December 31, 2004. Interim food service is currently provided by a mobile caterer who will remain in place until a new agreement is approved by your Board.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action will provide quality meals for County staff and visitors at reasonable prices, direct the concessionaire to maintain consistently acceptable standards of health and cleanliness for its staff, and ensure County furnished resources are utilized in a prudent and efficient manner in furtherance of County Strategic Plan Goal of Workforce Excellence. In addition, the concession agreement will generate revenue, thereby promoting the Board-approved County Strategic Plan Goal of Fiscal Responsibility.

FISCAL IMPACT/FINANCING

Under the terms of the agreement, LunchStop, Inc. will pay the County four percent (4%) of its monthly gross receipts derived from the operation of the cafeteria. Based on projected gross annual sales of \$192,000, the County anticipates receiving approximately \$7,680 per year in revenue to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by Government Code Section 25536 to grant cafeteria and snack bar food services as such use is consistent with designated public purposes.

The term of the concession agreement is for three years, with two one-year options to be exercised at the discretion of the CAO, based upon the concessionaire's compliance with all contract terms. The contract will commence February 16, 2005. The cafeteria serves administrative services staff, law enforcements officers, and members of the public. The cafeteria located within the secured and secluded Sheriff's Headquarters building is the main and ideal food provider because of its location and lack of closer food establishments in the area.

The County reserves the right to terminate the concession agreement, in whole or in part, for convenience, default, improper consideration, insolvency, transfer of title, and failure to comply with the County's Child Support Program or non-adherence to the County Lobbyist Ordinance. The agreement also addresses various County programs, including Conflict of Interest, GAIN/GROW Participants, Jury Service, Living Wage Ordinance, and Safely Surrendered Baby Law, among other programs.

County Counsel has approved the agreement as to form and concessionaire's representative has executed the contract. The required insurance has been secured by concessionaire.

ENVIRONMENTAL DOCUMENTATION

The approval of this concession agreement is authorized by the provisions of Government Code Section 25536, and is categorically exempt under the California Environmental Quality Act (CEQA) and revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

CONTRACTING PROCESS

On June 21, 2004, the RFP for the proposed concession agreement to select a cafeteria operator for the Sheriff's Headquarters facility was made available. The CAO sent 235 invitation letters to potential proposers who were either identified on the Internet, on the list of food service concessionaires utilized by other County departments, or who had previously contacted this office to express an interest in food service concessions. In addition, notice of the solicitation and RFP package was posted and made available for downloading on the County's web-site.

A bidders' conference was held July 21, 2004, at the Sheriff's Headquarters facility and it was attended by eight potential proposers. A walkthrough of the site was conducted as part of the conference. Three proposals were received and one was rejected as it did not meet the minimum requirements specified in the RFP. The two remaining proposals proceeded to the next phase of the evaluation process.

A five-member evaluation team comprised of two CAO employees, two from the Sheriff's Department, and one Fire Department employee was selected. The team evaluated each proposal based on criteria identified in the RFP including references/history, food service/menu, experience, financial capability, compensation plan to the County, and marketing plan/site visits. The highest ranking proposal, based on the noted criteria, was submitted by LunchStop, Inc. Notification of the ranking awarded each proposal was issued on November 19, 2004 and included information regarding the County's Protest Policy which was implemented by your Board May 6, 2004. The non-highest bidder did not file a protest within the designated timeframe or as of this writing.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

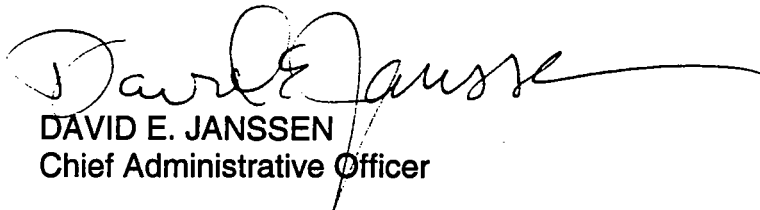
Interim food services are being provided by a mobile caterer and they will remain in place until the new contract is approved by your Board. The previous contractor, Integrated Support Solutions, Inc., vacated the premises at the end of their agreement which expired December 31, 2004.

The Honorable Board of Supervisors
February 8, 2005
Page 4

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed agreement and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
MLM:MMW:hd

Attachment

c: County Counsel
Auditor-Controller
Board of Supervisors/Executive Office
Sheriff's Department

Sheriff'sCafeteria.b



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CHIEF ADMINISTRATIVE OFFICE

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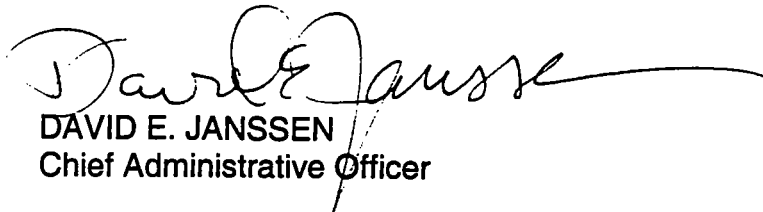
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c: County Counsel
Auditor-Controller
Board of Supervisors/Executive Office
Sheriff's Department

Sheriff's Cafeteria.b



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LUNCHSTOP, INC.

**For CAFETERIA CONCESSION at
SHERIFF'S DEPARTMENT HEADQUARTERS**

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**CAFETERIA CONCESSION CONTRACT
SHERIFF'S DEPARTMENT HEADQUARTERS**

This Contract made and entered into this _____ day of _____, 2005.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter referred to as
"County."

AND

LUNCHSTOP, INC., hereinafter

referred to as "Concessionaire."

RECITALS

WHEREAS, County may contract with private business for services in accordance with CALIFORNIA GOVERNMENT CODE SECTIONS 25536, to grant concessions therein that are consistent with the government purposes served thereby; and

WHEREAS, County owns the buildings located at 4700 Ramona Boulevard, Monterey Park, California, hereinafter referred to as the Sheriff's Department Headquarters.

WHEREAS, a cafeteria concession for the preparation and sale of food and beverages is consistent with the public purposes for which said buildings are used; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

The attachment(s) and exhibits designated below are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, Attachments and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, the Attachments and then to the Exhibits.

- 1.1 Attachment A – Statement of Work and Program Information**
- 1.2 Attachment B – Concession Location (Cafeteria Plans)**
- 1.3 Attachment C – Menu and Price List**
- 1.4 Attachment D – County Fixtures and Equipment**
- 1.5 Attachment E – Concessionaire Fixtures and Equipment**
- 1.6 Exhibit 1 – Conflict of Interest, No**
- 1.7 Exhibit 2 – Earned Income Tax Credit**
- 1.8 Exhibit 3 – GAIN/GROW Participants, Willingness to Consider**
- 1.9 Exhibit 4 – Jury Service**
- 1.10 Exhibit 5A – Living Wage Ordinance Program**
- 1.11 Exhibit 5B – None-Responsibility and Contractor Debarment Ordinance**
- 1.12 Exhibit 5C – List of Contractors Debarred in Los Angeles County**
- 1.13 Exhibit 5D – Living Wage Application for Exemption**
- 1.14 Exhibit 5E – Acknowledgment and Statement of Compliance**
- 1.15 Exhibit 6 – Lobbyist Ordinance Certification**
- 1.16 Exhibit 7 – Safely Surrendered Baby Law**

2.0 CONCESSION GRANTED

- 2.1** Concessionaire is hereby authorized to prepare and sell food and beverages as described in Attachment A – Scope of Work and Program Information and within the confines of the noted concession premises.
- 2.2** Concessionaire understands and agrees that the concession is by license and not lease and confers only permission to occupy the premises described for concession purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein.

3.0 CONCESSION PREMISES

- 3.1** The concession shall be conducted from the locations as shown in Attachment B, Concession Location (Cafeteria Plans).
- 3.2** The concession premises shall be used only and exclusively for concession purposes, and such other purposes as are related thereto provided express approval is granted by the Chief Administrative Officer and for no other purposes.

- 3.3 Concessionaire acknowledges personal inspection of the concession premises and the surrounding area and evaluation of the extent to which physical condition thereof will affect the concession. Concessionaire accepts the concession premises in their present physical condition, and agrees to make no demands upon County for any improvements or alteration thereof except for deep cleaning and equipment be in good working condition upon transfer to Concessionaire.
- 3.4 Concessionaire shall make no alterations to the concession premises or construct any improvements thereon.
- 3.5 Concessionaire hereby acknowledges the title of County, and/or any other public agencies having jurisdiction thereover, in and to the concession premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

4.0 CONSIDERATION

- 4.1 Concessionaire shall pay to the County for the concession and use granted herein a sum equal to four percent (4%) of the monthly gross receipts.
- 4.2 The initial payment shall be made April 15, 2005 and shall be based upon receipts collected from the start of the agreement to March 31, 2005. Subsequent payments shall be made on or before the 15th day of each month and shall be based upon the gross receipts for the prior calendar month.
- 4.3 Payment shall be made by check or draft issued and payable to the Los Angeles County Auditor-Controller on or before the fifteenth (15th) day of the calendar month of the term provided herein. Payment shall be mailed/delivered to, and a copy of such check to the County:

Franchise/Concession Section
Auditor-Controller, County of Los Angeles
500 W Temple Street, Room 410
Los Angeles, CA 90012

Copy of such check to be mailed/delivered to :
CAO - Real Estate Division
Permits & Concessions Management Section
222 S Hill Street, 4th Floor
Los Angeles, CA 90012

- 4.4 In the event payment is not made on or before said date, a late fee of \$100.00 shall be added to the late payment.
- 4.5 The late payment charge may be waived whenever the County, upon appeal of the Concessionaire, finds late payment excusable by reason of extenuating circumstances.
- 4.6 Any late payment charge shall be due and payable within the next rental payment. County shall not be obligated at any time to notify Concessionaire of late payment charges or the accumulation thereof.

5.0 DEFINITIONS

- 5.1 **Approved Franchisee** - The person/business that has been granted a franchise by LunchStop.
- 5.2 **Auditor-Controller** - County Auditor-Controller or authorized representative
- 5.3 **Beverage** - Any liquid prepared by flavoring, heating and/or admixing in advance of consumption thereof, other than alcoholic beverages as defined in the State Alcoholic Beverages Control Act.
- 5.4 **Cafeteria** - A cafeteria operated for the exclusive use of County employees and the guests thereof, including those employees who furnish their own meals for consumption therein and the general public.
- 5.5 **Chief Administrative Office** - The County Chief Administrative Office/r or authorized representative.
- 5.6 **Concession** - The privilege of engaging in the commercial activities authorized herein on the designated public property.
- 5.7 **Concessionaire/Contractor** - Authorized vendor, under this Contract, to provide food services to County employees and the public.
- 5.8 **Contract** - Agreement executed between County and Concessionaire. It sets forth the terms and conditions for the issuance and performance of the concession.
- 5.9 **County** - County of Los Angeles.
- 5.10 **County Contract Manager** - Person who will monitor and evaluate Contractor's performance in the daily operation of the agreement and provide direction to Contractor in the areas relating to policy, procedures and other matters within the purview of this agreement. The County Contract Manager for this Contract shall be the Assistant Administrative Officer, Financial Asset Management Branch, or designee. All work performed under this Contract shall be subject to the approval of the County Contract Manager or designee.
- 5.11 **Day(s)** - Calendar day(s) unless otherwise noted.
- 5.12 **Fiscal Year** - The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.13 **Gross Receipts** - All money, cash, receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, rental, fees and commissions made or earned by Concessionaire, and or assignees, subleases, or permittees thereof, whether collected or accrued from business, use or occupation, or any combination thereof, transacted, performed in whole or in part, on the concession premises, including but not limited to, rental, the rendering or supplying of services and the sale of goods, wares or merchandise, including money received by the Concessionaire from the sale of vending machine products.

Gross receipts shall not include:

- 5.13.1 Sales and excise taxes applicable thereto, required to be collected by Concessionaire or permittees hereof.
- 5.13.2 Federal, state, municipal or other taxes collected from the consumers, regardless of whether the amount thereof as stated to the consumer as a separate charge, provided the amount of such taxes shall be shown on the accounting records for the concession as hereinafter required.
- 5.13.3 Receipts from the sale or trade-in value of any equipment used on the concession premises and owned by Concessionaire.
- 5.13.4 Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to the shippers, suppliers or manufacturers.
- 5.13.5 Receipts with respect to any sale where the subject of such sale or some part thereof, is thereafter returned by the purchaser and accepted by Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.
- 5.14 **Health Officer** – Health Officer of the County of Los Angeles or an authorized representative thereof.
- 5.15 **Principal Project Manager** – The individual designated by the Concessionaire to administer the Contract operations after the Contract award.
- 5.16 **State** – The State of California.

6.0 TERM OF CONTRACT

- 6.1 The term of this agreement shall be for a period of three (3) years commencing on February 16, 2005, and ending three years thereafter, unless sooner terminated or modified as herein provided.
- 6.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. The Chief Administrative Officer, or designee, has delegated authority to exercise and execute either or both option years.
- 6.3 In the event Concessionaire holds over beyond the term herein provided with the consent, expressed or implied by the County, such holding shall be from month to month only, subject to the conditions of this agreement, shall not be a renewal hereof, and shall be at the rate of compensation provided for herein.

7.0 TERMS AND CONDITIONS

7.1 ARBITRATION

- 7.1.1 Any controversy arising under Paragraph 4.0 Consideration and Menu Prices reflected in Attachment A, Statement of Work, shall be submitted to arbitration by a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association, as the rules now exist or may be subsequently amended, except as hereinafter modified; the locale for the arbitration shall be the City of Los Angeles; the sole issue(s) for determination shall be the specific issue(s) submitted; and the expenses subject to assessment by the arbitrator shall be borne equally by the parties.
- 7.1.2 The sole issue for determination of a controversy submitted under Paragraph 4.0 shall be the fair rental value for the concession based upon a consideration of the factors specified in said paragraph.
- 7.1.3 The sole issue for determination of a controversy submitted under Menu Prices reflected in Attachment A, Statement of Work shall be the price(s) charged for the good(s) or service(s) in dispute based upon a consideration of the factors specified in said paragraph.
- 7.1.4 County and Concessionaire acknowledge and agree that Sub-paragraph 7.1.1 constitutes an enforceable agreement to submit the controversy to arbitration under the enforcement provisions of the California Arbitration Act, as the law now exists or may be subsequently amended.

7.2 ASSIGNMENT AND DELEGATION

- 7.2.1 Except for the Approved Franchisee the Concessionaire shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County. Any unapproved assignment or delegation shall be null and void. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against any claims that the Concessionaire may have against the County.
- 7.2.2 If any assumption, assignment, delegation, or takeover of any of Concessionaire's duties, responsibilities, obligations, or performance of same by any entity other than Concessionaire, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the CAO's express prior written approval except for the Approved Franchisee, may result in the termination of this Contract.

7.3 AUTHORIZATION WARRANTY

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire to each and every term, condition, and obligation of this Agreement and that all requirements of the Concessionaire have been fulfilled to provide such actual authority.

7.4 CANCELLATION

- 7.4.1 Upon the occurrence of any one or more of the Events of Default, Sub-Paragraph 7.10, this Contract shall be subject to cancellation. As a condition precedent thereto, the County shall give Concessionaire ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.
- 7.4.2 Upon cancellation, County shall have the right to take possession of the premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Contract.
- 7.4.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Contract.

7.5 CIVIL RIGHTS LAWS/NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 7.5.1 Concessionaire hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 7.5.2 Concessionaire certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to, or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.5.3 Concessionaire shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.5.4 Concessionaire shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 7.5.5 Concessionaire shall allow County representatives access to the Concessionaire's employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 7.5.6 If the County finds that any provisions of this section have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

7.6 COUNTY/GOVERNMENT PROGRAMS

7.6.1 CHILD SUPPORT - Warranty of Adherence

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through a Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.6.2 Conflict of Interest, No

Contractor represents and warrants that no County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full disclosure of such facts to the County. Full written disclosure shall include, but not be limited to, identification of all persons implicated and a complete description of all relevant circumstances. The contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. Exhibit 1 – No Conflict of Interest Certification.

7.6.3 Earned Income Tax Credit, Notice to Employees

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Exhibit 2 – Earned Income Tax Credit.

7.6.4 GAIN/GROW Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program, or General Relief Opportunities for Work Program (GROW) who meet the Contractor's minimum qualifications for the position. The County will refer GAIN/GROW participants by job category to the Contractor. Exhibit 3 – GAIN/GROWN Participants, Willingness to Consider.

In the event that both laid-off employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7.6.5 Jury Service

7.6.5.1 Unless Concessionaire has demonstrated to the County's satisfaction either that Concessionaire is not a "Contractor" as defined under the Jury Service Program as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit 4 and made a part of this contract, or that Concessionaire qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Concessionaire shall have and adhere to a written policy that provides that its Employees shall receive from the Concessionaire, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Concessionaire or that the Concessionaire deduct from the Employee's regular pay the fees received for jury service.

7.6.5.2 For purposes of this Section, "Concessionaire" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Concessionaire. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Concessionaire has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Concessionaire uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

7.6.5.3 If Concessionaire is not required to comply with the Jury Service Program when the Contract commences, Concessionaire shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Concessionaire shall immediately notify County if Concessionaire at any time either comes within the Jury Service Program's definition of "Concessionaire" or if Concessionaire no longer qualifies for an exception to the Program. In either event, Concessionaire shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Concessionaire demonstrate to the County's satisfaction that Concessionaire either continues to remain outside of the Jury Service Program's definition of "Concessionaire" and/or that Concessionaire continues to qualify for an exception to the Program.

7.6.5.4 Concessionaire's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Concessionaire from the award of future County contracts for a period of time consistent with the seriousness of the breach. Concessionaire shall properly prepare and execute Exhibit 4 which is attached hereto.

7.6.6 Living Wage Ordinance

This contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit 5-A through 5-E and made a part of the Contract. Failure on the part of Concessionaire to fully comply with the Living Wage

Ordinance (LWO) shall constitute a material breach of this agreement upon which the County may immediately terminate or suspend this agreement.

7.6.6.1 Payment of Living Wage Rates

Unless Concessionaire has demonstrated to the County's satisfaction either that Concessionaire is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Concessionaire qualifies for an exception to the Program (Section 2.201.090 of the County Code), Concessionaire shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the contract:

- Not less than \$9.46 per hour if, in addition to the per-hour wage, Concessionaire contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- Not less than \$8.32 per hour if, in addition to the per-hour wage, Concessionaire contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Concessionaire will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the contract, Concessionaire contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Concessionaire shall be required to pay its Employees the higher hourly living wage rate.
- For purposes of this Section, "Concessionaire" includes any subcontractor engaged by Concessionaire to perform services for the County under the contract. If Concessionaire uses any subcontractor to perform services for the County under the contract, the sub-concessionaire shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Concessionaire under the laws of California, and who is providing full-time services to Concessionaire, some or all of which are provided to the County under the contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.
- If Concessionaire is required to pay a living wage when the contract commences, Concessionaire shall continue to pay a living wage for the entire term of the contract, including any option period.
- If Concessionaire is not required to pay a living wage when the contract commences, Concessionaire shall have a continuing obligation to review the applicability of its "exemption status" from the living wage

requirement, and Concessionaire shall immediately notify County if Concessionaire at any time either comes within the Program's definition of "Employer" or if Concessionaire no longer qualifies for an exception to the Program. In either event, Concessionaire shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the contract, including any option period. The County may also require, at any time during the contract and at its sole discretion, that Concessionaire demonstrate to the County's satisfaction that Concessionaire either continues to remain outside of the Program's definition of "Employer" and/or that Concessionaire continues to qualify for an exception to the Program. Unless Concessionaire satisfies this requirement within the time frame permitted by the County, Concessionaire shall immediately be required to pay the living wage for the remaining term of the contract, including any option period.

7.6.6.2 Submittal of Certified Monitoring Reports

Concessionaire shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Concessionaire's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Concessionaire for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Concessionaire's current health care benefits plan, and Concessionaire's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Concessionaire shall promptly provide such information. Concessionaire, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

7.6.6.3 Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the contract, if the Concessionaire becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Concessionaire shall immediately inform the County of any pertinent facts known by the Concessionaire regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Concessionaire's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Concessionaire's operations in California.

7.6.6.4 County Auditing of Concessionaire Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Concessionaire's place of business, any of Concessionaire's records pertaining to the contract, including all documents and information relating to the certified monitoring reports. Concessionaire is required to maintain all such records in California until the expiration of four years from the date of final payment under the contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

7.6.6.5 Notifications to Employees

Concessionaire shall place County-provided living wage posters at each of Concessionaire's place of business and locations where Concessionaire's employees are working. Concessionaire shall also distribute County-provided notices to each of its employees at least once per year. Concessionaire shall translate into Spanish and any other language spoken by a significant number of employees the posters and hand outs.

7.6.6.6 Enforcement and Remedies

If Concessionaire fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

7.6.6.6.1 Submission of Late or Incomplete Certified Monitoring Reports

If Concessionaire submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- Withhold of Payment – If Concessionaire fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Concessionaire up to the full amount of any invoice that would otherwise be due, until Concessionaire has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- Liquidated Damages – It is mutually understood and agreed that Concessionaire's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended

as a penalty or forfeiture for Concessionaire's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Concessionaire liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Concessionaire.

- Termination - Concessionaire's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the contract. In the event of such material breach, County may, in its sole discretion, terminate the contract.

7.6.6.6.2 Payment of Less Than The Required Living Wage

If Concessionaire fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- Withholding Payment - If Concessionaire fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Concessionaire the aggregate difference between the living wage amounts Concessionaire was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Concessionaire has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- Liquidated Damages - It is mutually understood and agreed that Concessionaire's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Concessionaire's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Concessionaire liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due Concessionaire.
- Termination - Concessionaire's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the contract. In the event of such material breach, County may, in its sole discretion, terminate the contract.

- Debarment - In the event Concessionaire breaches a requirement of this Section, the County may, in its sole discretion, bar Concessionaire from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

7.6.6.7 Use of Full-Time Employees

Concessionaire shall assign and use full-time employees of Concessionaire to provide services under the contract unless Concessionaire can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the contract. It is understood and agreed that Concessionaire shall not, under any circumstance, use non-full-time employees for services provided under the contract unless and until the County has provided written authorization for the use of same. Concessionaire submitted with its proposal a full time employee staffing plan. If Concessionaire changes its full time employee staffing plan, Concessionaire shall immediately provide a copy of the new staffing plan to the County.

7.6.6.8 Concessionaire Retaliation Prohibited

Concessionaire and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the contract. In the event of such material breach, County may, in its sole discretion, terminate the contract.

7.6.6.9 Concessionaire Standards

During the term of the contract, Concessionaire shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Concessionaire shall demonstrate to the satisfaction of the County that Concessionaire is complying with this requirement.

7.6.6.10 Employee Retention Rights

This paragraph applies only if the contract involves the provision of services that were previously provided by a Concessionaire under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.

7.6.6.10.1 Concessionaire Shall Offer Employment

Concessionaire shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

- Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- Who has been employed by a Concessionaire under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new contract, which predecessor contract was terminated by the County prior to its expiration; and
- Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

7.6.6.10.2 Concessionaire Is Not Required To Offer Employment

Concessionaire is not required to hire a retention employee who:

- Has been convicted of a crime related to the job or his or her performance; or
- Fails to meet any other County requirement for employees of a Concessionaire.
- Concessionaire shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Concessionaire may retain a retention employee on the same terms and conditions as Concessionaire's other employees.

7.6.6.11 Neutrality in Labor Relations

Concessionaire shall not use any consideration received under the contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Concessionaire's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

7.6.7 Non-Responsibility and Debarment

7.6.7.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

7.6.7.2 Chapter 2.202.010 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202.10 of the County Code, a copy of which is attached as Exhibit 5-B and made a part of the Contract, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

7.6.7.3 Non-Responsible

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. Attached as Exhibit 5-C is a list of contractors debarred in Los Angeles County.

7.6.7.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.6.8 Lobbyist Ordinance

Concessionaire and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance. Failure on the part of Concessionaire, County lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which the County may immediately terminate or suspend this agreement. Exhibit 6 – Lobbyist Ordinance Certification.

7.6.9 Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

7.6.10 Recycled-Content Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

7.6.11 Referral and Consideration of County Employees for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. County shall refer such former employees to Contractor. In the event that both laid-off employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7.6.12 Registration on County Webven

Prior to a contract award, all potential contractors must register on the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's home page at http://lacount.info/doing_business/main_db.htm There are underscores in the address between the words "doing business" and "main db."

7.6.13 Safely Surrendered Baby Law

7.6.13.1 Concessionaire's Acknowledgement

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-contractors place of business. The County's Department of Children and Family Services will supply the Concessionaire with the poster to be used.

7.6.13.2 Employee Notice

The Concessionaire shall notify and provide to the employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth, in Exhibit 7 of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

7.7 DISCLOSURE OF INFORMATION

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 7.7.1 The Contractor shall develop all publicity material in a professional manner; and
- 7.7.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Manager. The County shall not unreasonably withhold written consent.

- 7.7.3 The Contractor shall not possess any interest, title, or right to any County case data or records. Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.

7.8 EMPLOYMENT ELGIBILITY VERIFICATION

- 7.8.1 Contractor represents that it fully complies with all statues and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
- 7.8.2 Contractor shall indemnify and hold County harmless from any employer sanctions or other liability which may be assessed against County or Contractor by reason of Contractor's failure to comply with the foregoing.

7.9 ENFORCEMENT AND AMENDMENTS

- 7.9.1 The Chief Administrative Officer shall be responsible for the enforcement and management of this agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.
- 7.9.2 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.
- 7.9.3 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by County's Board of Supervisors and executed by the Chairperson thereof.

7.10 EVENTS OF DEFAULT

- 7.10.1 The abandonment, vacation or discontinuance of operations of the concession premises for more than forty-eight (48) consecutive hours.
- 7.10.2 The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
- 7.10.3 The failure of Concessionaire to operate in the manner required by this agreement, where such failure continues for more than ten (10) days after written notice from the CAO to correct the conditions therein specified.

- 7.10.4 The failure of Concessionaire to keep, perform, and observe all other promises, covenants, conditions and agreements set forth in this agreement, where such failure continues for more than ten days after written notice from the Chief Administrative Officer for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and continues such performance diligently, said time may be waived in the manner and to the extent allowed by the Chief Administrative Officer.
- 7.10.5 The filing of a voluntary petition in bankruptcy; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operations of the concession; the levy of any attachment or execution which substantially interferes with attachment or execution is not vacated, dismissed, stayed or set aside within a period of 60 days.
- 7.10.6 Determination by the Chief Administrative Officer, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination, or having been practiced by Concessionaire in violation of State or Federal laws thereon.
- 7.10.7 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this agreement without approval thereof by the Chief Administrative Officer.

7.11 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

7.12 FORCE MAJEURE

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such.

7.13 GOVERNING LAW, JURISDICTION AND VENUE (Interpretation)

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.14 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

7.15 INDEPENDENT CONTRACTOR

7.15.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.15.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

7.15.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor or its Approved Franchisee and not employees of the County. The Contractor or its Approved Franchisee shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

7.16 INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

7.16.1 Delivery of Certificates. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the following County representative prior to commencing services under this Agreement:

Ms. Martha Mesa-Wright
Permits & Concessions Section
Real Estate Division
Chief Administrative Office
222 South Hill Street, 4th Floor
Los Angeles, CA 90012

7.16.2 Evidence of Insurance. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, except ten (10) days notice for cancellation for non payment;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insured's for all activities arising from this Agreement. ;
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.16.3 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

7.16.4 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

7.16.5 Notification of Incidents, Claims or Suits. Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

7.16.6 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

7.16.7 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Providing evidence of insurance covering the activities of subcontractors, or
- Providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7.16.8 Insurance Coverage Requirements

- A. Automobile Liability. Insurance written on ISO policy form CA 00 01, or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for any "any auto."
- B. General Liability. Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:
 - General Aggregate: \$ 2 million
 - Products/Completed Operations Aggregate:\$ 1 million
 - Personal and Advertising Injury: \$ 1 million
 - Each Occurrence: \$ 1 million
 - Fire Legal Liability \$ 50 thousand
- C. Workers' Compensation and Employer's Liability. Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:\$1 million
Disease - policy limit:\$1 million
Disease - each employee:\$1 million

7.17 MEETINGS

All meetings between County and Concessionaire will be held at mutually agreed upon locations in Los Angeles County approved by the CAO.

7.18 NON-COMPLIANCE AND LIQUIDATED DAMAGES

7.18.1 In the event the CAO determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, Sub-paragraph 7.10, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

7.18.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames, the CAO may, at its option: (1) use the Security Deposit as provided for herein, (2) exercise its rights as provided for in the Statement of Work, Sub-paragraph 2.4 Right of Entry terminate the Contract, and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

7.19 NOTICE OF DISPUTE

The Contractor shall bring to the attention of the County Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Manager is not able to resolve the dispute, the Chief Administrative Officer, or designee shall resolve it.

7.20 NOTICES

7.20.1 County

Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mailbox.

The notices and envelopes containing same to County shall be addressed to:

County of Los Angeles
Chief Administrative Office
222 South Hill Street, 4th Floor
Los Angeles, California
Attn: Martha Mesa-Wright

7.20.2 Contractor

The notices and envelopes containing same to Contractor shall be addressed to:

LunchStop, Inc.
Wayne J. Goulding Sr., President & CEO
81 Great Oaks Boulevard
San Jose, CA 95119

Addresses may be changed by either party by giving ten (10) days' prior written notice thereof to the other party. The CAO shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor or County.

7.21 PUBLIC RECORDS ACT

7.21.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to the Statement of Work, Paragraph 3.0 Accounting Records (Retention/Inspection); as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records.

7.21.2 Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.21.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.22 SALES PROCEEDS, COUNTY'S NON-RESPONSIBILITY FOR

The Concessionaire represents it has made its own determinations for the profitability and viability of the concession herein including traffic counts of possible patrons, previous sales history, if any, and has not relied on any representations made by the County or its staff or representatives. The County assumes no liability for any sales losses whatsoever caused by the reduction of its staff or public clientele, damages to the premises, relocation of patron traffic and access, boycotts, strikes, relocation of premises, or any other reason whatsoever.

7.23 SECURITY DEPOSIT

7.23.1 Prior to the commencement of this agreement, Concessionaire shall pay to the Auditor-Controller the sum of TWO THOUSAND DOLLARS (\$2,000). In lieu thereof, Concessionaire may deposit said amount in a commercial bank or savings and loan association acceptable to the Auditor-Controller, provided that a certificate of deposit is delivered to said officer giving County the right to withdraw any or all of said amount during the term of this agreement. Concessionaire shall be entitled to any and all interest accruing from said certificate of deposit.

7.23.2 Said sum shall serve as security for faithful performance of all covenants, promises and conditions assumed by Concessionaire herein, and may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction and payment of mechanic's liens. Application of amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

7.23.3 In the event any or all of said amount is applied in satisfaction or mitigation of damages, Concessionaire shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder.

7.23.4 Said sum shall be returned to Concessionaire upon termination of this agreement less any amounts that may be withheld therefrom by the County as heretofore provided.

7.24 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

7.25 SUB-CONTRACTING

The requirements of this Contract may not be sub-contracted except to the Approved Franchisee. Any attempt by the Concessionaire to subcontract may be deemed a material breach of this Contract.

7.26 SURRENDER

Upon expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the concession premises and any and all improvements located thereon and deliver up the same to County in a clean condition.

7.27 TAXES AND ASSESSMENTS

- 7.27.1 The property conveyed herein shall be subject to possessory interest taxation or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the concession premises and any improvements located thereon.
- 7.27.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used thereon.

7.28 TRANSFERS

- 7.28.1 Concessionaire shall not except for its Approved Franchisee, without written consent of the CAO, assign, hypothecate, or mortgage this agreement or sublease or license any portion of the concession premises. Any attempted assignment, hypothecation, mortgage, sublease or license without the consent of the CAO shall render this agreement null and void. In the event the CAO approved the sale, assignment, hypothecation or transfer of this agreement within the first thirty-six (36) months of this agreement, Concessionaire shall pay the County an administrative fee equal to ten percent (10%) of the sales price or other consideration given for the interest sold, assigned and/or transferred.
- 7.28.2 A transfer under this section shall include a change in the beneficial ownership of Concessionaire (other than a transfer to a family trust) of more than fifty percent (50%).
- 7.28.3 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Concessionaire shall be binding upon any transferee thereof.
- 7.28.4 The concession shall not be transferable by testamentary disposition of the state laws of interstate succession, as the rights, privileges, and use conferred by this agreement shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Concessionaire, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Concessionaire, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

7.28.5 Shareholders or partners of Concessionaire may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Concessionaire to any persons, corporations, partnership or legal entity other than the majority controlling interest therein at the time of the execution of this agreement, approval thereof shall be required. Consent to any such transfer shall be refused if the CAO finds that the transferee is lacking in experience, financial ability to conduct the concession, the proposed sale is an attempt to circumvent section 8.24.1 above, or for other just cause as determined by the CAO.

7.28.6 The prohibition herein contained shall not be applicable with respect to transfers of this agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Chief Administrative Officer.

7.29 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

7.30 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.31 WARRANTY AGAINST CONTINGENCY FEES

7.31.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7.31.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.32 ENTIRE AGREEMENT

7.32.1 This document and the exhibits attached hereto, constitute the entire agreement between the County and Concessionaire for the food service concession stated herein. All other agreement, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

7.32.2 This document may be modified only upon written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County by the Chief Administrative Office and/or the Board of Supervisors.

8.0 TERMINATION

8.1 CONVENIENCE

8.1.1 Performance of services under this Contract may be terminated by County in whole or in part when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.

8.1.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.1.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with the Statement of Work, Paragraph 3.0 Accounting Records (Retention/Inspection).

8.2 DEFAULT

8.2.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

8.2.1.1 Contractor has materially breached this Contract;

8.2.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.2.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.3 IMPROPER CONSIDERATION (Gratuities)

8.3.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.3.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

8.4 INSOLVENCY

8.4.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.4.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.4.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.4.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.4.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.4.2 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.5 NON-ADHERENCE OF COUNTY PROGRAMS

8.5.1 Child Support Compliance, Breach of Warranty

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 7.6.1. Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of written shall be grounds upon which County may terminate this Contract pursuant to Sub-paragraph 8.2 Termination for Default and pursue debarement of Contractor pursuant to County Code Chapter 2.202.

8.5.2 Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.6 TRANSFER OF TITLE

8.6.1 Notwithstanding any other provision in this Agreement, in the event the County transfers its interest in the concession premises to a governmental agency (assignee), the County reserves the right to terminate this Agreement, or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Concessionaire with notice of termination or assignment of this Agreement pursuant to this provision.

8.6.2 Notwithstanding any other provision of this Agreement, in the event the County closes concession premises, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of closure, Concessionaire shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such closure.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

LUNCHSTOP, INC.

By 

Wayne J. Goulding, Sr.
President and CEO

COUNTY OF LOS ANGELES:

By _____

Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 

Francis E. Scott
Principal Deputy County Counsel

ATTACHMENT A

STATEMENT OF WORK AND PROGRAM INFORMATION

**SHERIFF'S DEPARTMENT HEADQUARTERS CAFETERIA CONCESSION
4700 RAMONA BOULEVARD, MONTEREY PARK
STATEMENT OF WORK**

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**SHERIFF'S DEPARTMENT HEADQUARTERS CAFETERIA CONCESSION
4700 RAMONA BOULEVARD, MONTEREY PARK
STATEMENT OF WORK**

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**ATTACHMENT A
STATEMENT OF WORK**

**SHERIFF'S DEPARTMENT HEADQUARTERS CAFETERIA CONCESSION
4700 RAMONA BOULEVARD, MONTEREY PARK**

1.0 SCOPE OF WORK

- 1.1 The Concessionaire shall provide cafeteria services at the Sheriff's Department Administrative Headquarters Cafeteria. Additionally, Concessionaire shall have the right to place vending machines in the cafeteria-dining room. The Concessionaire shall also provide a rental amount as designated in the contract. The County shall provide Concessionaire the exclusive right to operate the noted facilities, floor space, utilities, and designated fixtures and equipment.
- 1.2 The Sheriff's Headquarters consists of a four-story building which houses administrative services staff and law enforcement officers. The cafeteria is available to employees and members of the public. The facility is located a few miles east of the Los Angeles Civic Center.
- 1.3 The Concessionaire shall conduct an effective and successful cafeteria operation by achieving/delivering the following:
 - 1.3.1 Prepare and serve quality meals for County staff and visitors at reasonable prices during the designated days and hours of operation;
 - 1.3.2 Maintain consistently acceptable standards of health and cleanliness for all its staff;
 - 1.3.3 Maintain clean and sanitary concession facilities, particularly areas utilized in the preparation of food services;
 - 1.3.4 Use County furnished resources in a prudent and efficient manner; and
 - 1.3.5 Comply with contract provisions and submit noted records and reports in a timely manner.
 - 1.3.6 Comply with all security requirements administered by the facility.
 - 1.3.7 Attend meetings when invited, for planning and security purposes.

2.0 CONCESSION PREMISES

The cafeteria is located at the Sheriff's Department Headquarters building located at 4700 Ramona Boulevard, Monterey Park and includes a 1,070 square foot kitchen, an 850 square foot service area and a 1,545 square foot dining area, with a sitting capacity of 75, for a total 3,465 square feet. Refer to Attachment B – Cafeteria Plans.

2.1 Construction By County Affecting Premises

- 2.1.1 In the event County shall construct or cause to be constructed a new facility for the concession, this agreement shall continue in full force and

effect, except that the payment to be made by Concessionaire will be abated and/or relief afforded to the extent that the County may determine the construction interferes with the concession.

- 2.1.2 Concessionaire agrees to cooperate with County in the event the construction affects the concession premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to the concession and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 2.1.3 The aforementioned provisions of this section shall also be applicable in the event of performance of work on the Concessionaire's premises requires a partial or total closure thereof, except that the abatement or other relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the facility due to the partial or total closure thereof, has affected the concession.
- 2.1.4 Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the concession premises and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this state.

2.2 Destruction of Concession Premises

- 2.2.1 In the event the concession premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, casualty, County shall either restore the premises or terminate this agreement.
- 2.2.2 Should the County elect to restore the premises, this agreement shall continue in full force and effect except that the payments to be made by Concessionaire shall be abated or other relief afforded to the extent that the County may determine the damage or restoration interferes with the concession.
- 2.2.3 Concessionaire agrees to cooperate with County in the restoration of the concession premises by vacating and removing therefrom all items of inventory, trade fixture, equipment and furnishings for such periods as are required for the restoration thereof. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested related to the concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 2.2.4 The aforesaid provisions of this section shall also be applicable to a total or partial destruction of the facilities by the aforementioned causes, except that the relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the

facilities, due to the partial or total closure thereof, has affected the concession.

- 2.2.5 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the concession premises, and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this state.

2.3 Licenses, Permits, Registration and Certificates

Concessionaire shall obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

2.4 Right of Entry

- 2.4.1 Any officer or employee of the County may enter upon the concession premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the County.
- 2.4.2 In the event of an abandonment, vacation or discontinuance of concession operations for a period in excess of 48 hours, Concessionaire hereby irrevocably appoints the County as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the concession premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublease or license the premises; and (4) after payment of all expenses of such subleasing or licensing apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this agreement.
- 2.4.3 Entry by the officers and employees of the County upon the concession premises for the purpose or exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this concession agreement.

3.0 ACCOUNTING RECORDS (Retention / Inspection)

- 3.1 Concessionaire shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Concessionaire in connection with the concession. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal

financial affairs. Such method shall include the keeping of the following documents:

- 3.1.1 Regular books of accounting such as general ledgers;
 - 3.1.2 Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc;
 - 3.1.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;
 - 3.1.4 Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified; and
 - 3.1.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 3.2 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.
- 3.3 All documents books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this agreement. In addition, the Auditor-Controller may from time to time conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Auditor-Controller's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof. County shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or an order of Court.
- 3.4 Concessionaire shall furnish the Auditor-Controller with a monthly gross receipts report showing the amount payable therefrom to the County. A copy of the monthly sales report shall be mailed to the County as provided in the contract. In addition thereto, Concessionaire shall furnish the Auditor-Controller with an annual Profit and Loss Statement and a balance sheet prepared by a person on a form acceptable to said officer. The annual financial statements shall be submitted within 60 days of the close of an agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.

- 3.5 All such accounting records, including, but not limited to, all financial records, journals, vouchers, checks, State and Federal income tax returns and sales tax returns, cash register tapes, proprietary data and information, shall be kept and maintained by Concessionaire and shall be made available to County during the term of this agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside the Los Angeles County, then, Concessionaire shall produce to a location in Los Angeles County designated by the County all requested documents within a seventy-two (72) hour period.

4.0 ADVERTISING AND PROMOTIONAL PRODUCTS

Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the County. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

5.0 COMPLIANCE WITH APPLICABLE LAWS

- 5.1 The Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the contract are hereby incorporated herein by reference.
- 5.2 Concessionaire shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Concessionaire or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

6.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES

6.1 Facility Rules and Regulations

- 6.1.1 Concessionaire employees or agents are subject to the concession premises rules, regulations, and procedures, including, but not limited to entry and exit procedures, and emergency procedures.

It is the responsibility of the Concessionaire to instruct its staff on the rules, regulations, and procedures and to maintain records of such instruction. The Concessionaire shall take immediate corrective action upon receipt of written and/or verbal notice from the County that an employee has violated such rules or regulations.

- 6.1.2 Concessionaire's employees may not bring visitors into the concession facilities, nor may they bring in any type of weapons or unlawful goods.

- 6.1.3 The County shall have the right to inspect any packages, purses, bags or other containers or items carried into or out of the concession facility. The Concessionaire shall notify its employees of this requirement.
- 6.1.4 The County shall provide security badges to Concessionaire's staff and employees must wear such identification cards in the designated County facility.
- 6.1.5 The use or possession of alcoholic beverages or illegal drugs by Concessionaire staff while at County facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offenders from further work at the facility.
- 6.1.6 Smoking is prohibited in County buildings and is restricted to appropriate outside areas.

6.2 Staffing Resources – Level/Experience

- 6.2.1 Concessionaire shall maintain an adequate and proper staff. The County may, at any time, give Concessionaire written notice to the fact that the conduct or actions of a designated employee of Concessionaire is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the concession premises. Concessionaire will meet with representatives of the County to consider the appropriate course of action with respect to such matter and Concessionaire shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Concessionaire's employee will not be detrimental to the interest of the public patronizing the concession premises.
- 6.2.2 Concessionaire shall designate one member of the staff as the Concession manager with whom County may deal on a daily basis. Any other persons selected by Concessionaire as Concession Manager shall be skilled in the management of business similar to the concessionaire and shall be subject to the approval by the County. The Concession Manager shall be fully acquainted with the concession, familiar with the terms and conditions prescribed therefore by this agreement; and authorized to act in the day-to-day operation thereof. Concessionaire and/or Manager shall attend any required meetings.
 - 6.2.2.1 Concession Manager shall supervise all concession employees.
- 6.2.3 Persons employed by Concessionaire under this agreement shall be competent, trustworthy and well qualified for their work.
- 6.2.4 Concessionaire shall submit to the County a roster of employees who are required to enter concession facilities. The roster and employee records shall be kept current and contain the following information:

- 6.2.4.1 Employee's name, date of latest health exam and any doctor's statements, as well as additional data on background, behavior or job performance pertinent to the provisions of the contract.
- 6.2.5 Concession Manager shall work with the County and be part of the team in efforts to reduce costs, increase productivity, and enhance the quality and level of concession services.
 - 6.2.5.1 The County shall provide direction to the Concession Manager in areas relating to policy, information requirements, procedural requirements, and on other matters.
- 6.2.6 Concession employees who interface with County personnel and the public must speak English fluently. All concession employees shall meet the Contract requirements identified in Section 7.8 Employment Eligibility Verification.
- 6.2.7 Prior to contract implementation, Concessionaire will be provided with a list of required reports and records, with time deadlines. Records and reports required to be provided by the Concessionaire shall include, but are not limited to, the following information areas:
 - 6.2.7.1 Training documentation;
 - 6.2.7.2 Compliance with the quality control program; and
 - 6.2.7.3 Accounting records for the concession operations.
- 6.2.8 Concessionaire shall collect and provide information to the County upon request including, but not limited to:
 - 6.2.8.1 Annual report evaluating the quality, effectiveness, safety, and appropriates of all services under any resultant contract; and
 - 6.2.8.2 Such additional reports which the County and Concessionaire determine are reasonably necessary.

6.3 Health and Safety

6.3.1 Concessionaire shall file with the County a certificate for each member of the concession staff showing that within the last two years such person has been examined and has been found to be free of communicable tuberculosis.

6.3.1.1 Certificate means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency or unit of the Tuberculosis Association which indicated freedoms from active tuberculosis. In addition, Concessionaire shall provide annual medical certifications for each staff member at its expense.

6.3.2 Concessionaire shall ensure that all its personnel satisfy the following health standards and requirements:

6.3.2.1 Employees involved in the preparation of food shall undergo a physical examination before commencing services hereunder and shall include at least the following:

6.3.2.1.1 Special inspection of nails, skin, and mucous membranes, RPR for syphilis, stool specimen (ova/parasite/culture), CBC, SMA 20 (including SGOT/SGPT), titers for immunity for Hep. B/Rubella/Rubeola (will only include Varicella/Mumps if the employee does not remember having the illness or vaccine), chest x-ray (14x17), and a PPD (if previously negative). This examination shall be provided at the expense of the concessionaire.

6.3.2.1.2 A physical re-examination shall be required when an employee has had 30 consecutive calendar days of illness and the attending physician's documentation does not clearly indicate the employee is free to return to food handling duties.

6.3.2.1.3 A food handler with chronic recurrent illness shall be subject to investigation and review of records by the County Occupational Health Services Medical Director. Such review is an evaluation only and shall not include medical treatment, which is the Concessionaire's responsibility

6.4 Training

- 6.4.1 Concessionaire shall provide, within 30 days of commencement of contract services, orientation and health education for food service workers, covering all aspects of food handling; including, but not limited to, personal hygiene, portion control, contamination by bacteria, chemicals, insects, rodents and parasites, proper sanitation and safety procedures, fire and emergency preparedness and other applicable laws.
- 6.4.2 Concessionaire must maintain a record of all training and note employee attendance. Documentation shall be maintained, including signatures of attendees, date, length of session and summary of subject matter of meeting.

6.5 Uniforms

- 6.5.1 Concessionaire shall provide its personnel with uniforms and hair coverings.
 - 6.5.1.1 Concessionaire shall ensure that during working hours employees are dressed in the designated apparel, including County security identification badges (refer to Section 19.1 Badges), and in a manner which is clean and orderly.
- 6.5.2 The County shall have approval authority over the Contractor's uniforms.

7.0 DAYS AND HOURS OF OPERATION

7.1 Cafeteria

	Monday - Friday
Breakfast	7:30 am – 10:30 am
Lunch	11:00 am – 2:30 pm

7.2 Strike or Disaster Operations

Concessionaire shall continue to provide all services during any work action or strike as well as during any disaster.

8.0 DISORDERLY PERSONS

Concessionaire agrees not to allow any loud, boisterous or disorderly persons to loiter about the concession premises.

9.0 EASEMENTS

County reserves the right to establish, grant or utilize easements or right of way over, under, along and across the concession premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the concession premises, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

10.0 HABITATION

The concession premises shall not be used for human habitation.

11.0 ILLEGAL ACTIVITIES

Concessionaire shall not permit any illegal activities to be conducted upon the concession premises.

12.0 MAINTENANCE/DEMAND FOR REIMBURSEMENT

- 12.1 County shall be responsible for maintaining the concession premises in good condition including electrical repairs, clearing of drains and plumbing repairs. In addition to this general requirement, County shall perform any and all repairs required for the maintenance thereon in compliance with all laws applicable thereto.
- 12.2 Notwithstanding the above, Concessionaire shall be responsible for repair/or replacement of all improvements and equipment damaged or destroyed by the negligent and/or willful acts and/or omissions of the employees, agents, suppliers and/or contractor of Concessionaire. All maintenance shall commence within thirty (30) days of the need therefore and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency of hazard is created thereby in which event there be an immediate correction thereof. County may cure the default of Concessionaire with respect to the maintenance obligations assumed herein and upon performance thereof shall acquire a right or reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is a prior mutual agreement between Chief Administrative Officer and Concessionaire upon the nature and scope of the work to be performed and the costs to be incurred therein.
- 12.3 Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and /or pro rate monthly installment payments over the remaining term of the agreement, commencing with the month next succeeding the date of completion of the maintenance performed.
- 12.4 Any demand of Concessionaire for reimbursement hereunder shall be satisfied by County through a credit against the monthly rental obligation of Concessionaire, commencing with the month next succeeding the date of completion of the maintenance performed, and for each and every other month of the remaining term of this Agreement, until a total credit has been provided up to the lesser of the actual costs of cure or the rental reserved over said remaining term. County and Concessionaire waive all rights to payment on their respective rights to reimbursement for the actual costs of cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

13.0 MENU – INVENTORY, SELECTION & REMOVAL, PRICES & POSTING AND AMENDMENTS

13.1 Inventory

- 13.1.1 Concessionaire shall provide and maintain the necessary inventory of concession merchandise specified for sale by the County from approved concession premises. All food and beverages sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No unadulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire.

13.1.2 Merchandise kept on hand by Concessionaire shall be stored and handled with due regard for sanitation.

13.1.3 Concessionaire is responsible for the daily upkeep of the concession areas, including any walls facing or common to Concession services work areas. Such areas shall be kept clean and in a sanitary condition to preclude any infestation by vermin.

13.1.4 All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

13.2 Selection (Food Products) and Removal

The menu, attached hereto and marked Attachment C, Menu and Price List, is to be prepared and provided by Concessionaire. Menus shall include prices, a description of each item, the weight of each portion and the government grades for its component items. This is also required of future menus or proposed changes. No menu shall misrepresent quality, grade, or weight of any item. If Concessionaire is unable to determine the weight of a given item, it may indicate that its weight will not be less than an amount which Concessionaire shall state. For a product which changes weight during cooking, Concessionaire shall note whether the weight indicated is that product's uncooked weight. If Concessionaire purchases various government grades of a given item, it shall state the lowest grade which it purchases.

The County may request Concessionaire to change or remove a type of food product (merchandise) sold from a concession. Upon receipt of notice requesting such change, Concessionaire shall make the requested change within twenty-four (24) hours of receipt thereof.

13.3 Prices and Posting

Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the concession premises. Said prices shall be fair and reasonable based upon the following considerations:

- That the concession is intended to serve the needs of the public and employees for the goods and/or services supplied at a fair and reasonable cost;
- Comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and
- A reasonableness of profit margin in view of the cost of providing the same in compliance with the obligations assumed in this agreement.

In the event the County notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the CAO and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall make such price adjustments as may be ordered by the CAO. Concessionaire may appeal the determination of the CAO to the Board, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling by the Board.

Prices for each item sold from the concession(s) shall be conspicuously displayed to the satisfaction of the County as to information given, design, type, size, color, and all other specifics. Said prices shall not exceed the approved prices for said items. If, in addition to any publicly displayed menu, Concessionaire provides individual menus for customers, or places price markers on item displays, said prices shall not exceed the approved prices for said items.

13.4 Amendments

The County may re-evaluate the selection of menu and other items during the term. The County's determination that the selection offered is inadequate, or that any price is excessive, or that the quality or quantity or any item is deficient, shall be conclusive. Concessionaire may meet and confer with the CAO regarding such matters.

14.0 NON-INTERFERENCE

Concessionaire shall not interfere with the public use of the County building where the concession is located.

15.0 PROGRAMMED EVENTS

Concessionaire shall not promote or sponsor private or public events requiring the use of concession premises. However this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Concession premises.

16.0 QUALITY OF GOODS AND SERVICES – REMOVAL

In the event the County determines that any merchandise, and/or food products are below first class, the County shall have the right to order the improvement of the quality of any such items kept or offered for sale. Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to employees, public welfare or by the County, following receipt of written notification therefor.

17.0 SAFETY

Concessionaire shall immediately correct any unsafe condition at the concession premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the concession premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises, including a prompt report thereof to the County.

18.0 SANITATION

- 18.1 All small equipment including, but not limited to, beverage dispensers, coffeemakers and serving equipment, tray cards, utility carts, and all large equipment, including, but not limited to, walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, all icemakers, vents and warmers, etc., shall be washed and sanitized on a regularly scheduled basis by the Concessionaire.
- 18.2 No offensive matter or refuse or substance containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the concession premises, and Concessionaire shall prevent any accumulation thereof from occurring. Concessionaire shall, at all times keep the kitchen, dish room, serving line, equipment and materials located thereon sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodents and vermin.
- 18.3 The County shall arrange for pick-up of trash and garbage from trash areas at the concession facility. The County shall furnish refuse collection cans. Concessionaire shall place all trash inside of the cans and place lids in a closed position. Concessionaire shall be responsible for cleaning trashcans and providing trash can-liners.
- 18.3.1 The foregoing notwithstanding, County shall assist in maintaining the sanitation required herein by providing for the collection of all refuse and payment of all charges for the removal thereon.
- 18.4 All apparatus, appliances, utensils, devices, equipment and piping used by Concessionaire shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Concessionaire immediately after using the same and shall be kept clean until reused.
- 18.5 Concession floors shall be cleaned by Concessionaire of all food and beverage spilled thereon.
- 18.5.1 Concessionaire shall continuously monitor and correct spills in the concession premises during the hours of operation.
- 18.6 Concessionaire shall pay for fumigation service required for the concession area.
- 18.7 In addition, **Concessionaire shall at all times maintain an "A" rating as determined by the Los Angeles County Health Department.** Concessionaire shall at all times meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Concessionaire is responsible for keeping the concession premises (cafeteria, storage rooms, trash area, including any walls facing or common to concession services work areas and other areas occupied by the Concessionaire) clean and in a sanitary condition at all times.

- 18.8 Concessionaire shall provide laundry services for hot pad, aprons, rags for cleaning, mop heads, tablecloths, napkins and dishtowels.
- 18.9 County shall be responsible for all janitorial services to the dining area, including cleaning of windows, which shall be performed after business hours.
- 18.10 Concessionaire shall provide housekeeping services for walls, windows, sweeping, vacuuming, scrubbing and stripping of the cafeteria floors.(excluding dining room floors). Concessionaire shall provide the equipment cleaning and other services as described herein.
- 18.11 Concessionaire shall be responsible for the scrubbing, stripping and waxing of concession floors on a quarterly basis or more as requested by the County Contract Manager.

19.0 SECURITY

19.1 Badges

The County shall provide security badges to persons employed by Concessionaire at the designated County facility.

19.2 Devices

Concessionaire may provide any legal devices, installations, or equipment designed for the purpose of protecting the concession premises from theft, burglary or vandalism provided written approval for installation is first obtained from the County. All purchases and installations thereof shall be at Concessionaire's expense.

19.3 Keys

19.3.1 Concessionaire shall establish and implement methods of ensuring that keys issued by the County to Concessionaire are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Concessionaire shall develop procedures assuring adequate key control.

19.3.2 Concessionaire shall provide the County with a list of all personnel who have been issued keys.

19.3.3 Concessionaire shall prohibit the use of keys by any persons other than its designated employees. Concessionaire shall prohibit the opening of locked areas by its employees to permit entrance of persons than the Concessionaire's employees engaged in the performance of assigned work in those areas.

19.3.4 Concessionaire shall immediately report any lost key to the County.

19.3.5 County may, at its sole discretion, require Concessionaire to replace locks, re-key locks, or reimburse the County for the replacement of locks or re-keying of locks if Concessionaire loses the keys.

20.0 SIGNS

Concessionaire shall not post signs or advertising matter upon the concession premises or improvements thereon, unless prior approval therefor is first obtain from the County.

21.0 TRADE FIXTURES AND EQUIPMENT

21.1 County shall provide the trade fixtures and equipment as listed in Attachment D County Fixtures and Equipment.

21.2 Concessionaire shall provide the trade fixtures, equipment and smallwares as listed in Attachment E - Concessionaire Fixtures/Equipment/Smallwares.

21.3 Any additional supplies needed shall be provided by Concessionaire including expendable items such as flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispenses, and decorative items required for the proper operation of the concession as determined by the CAO. Ownership of all improvements and equipment, except expendable items, shall vest in County at the end of the term of the contract.

21.4 If agreement is terminated pursuant to the Contract Section 8.1 Termination for Convenience clause, any related equipment costs shall be processed as follows:

21.4.1 Leased Equipment - the County shall pay Concessionaire all early termination charges specified in Concessionaire's equipment lease.

21.4.2 Purchased Equipment - the County shall pay Concessionaire the cost of such equipment less accumulated depreciation.

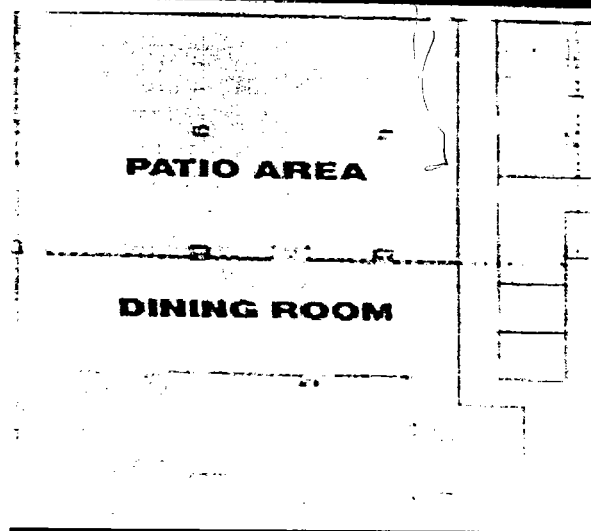
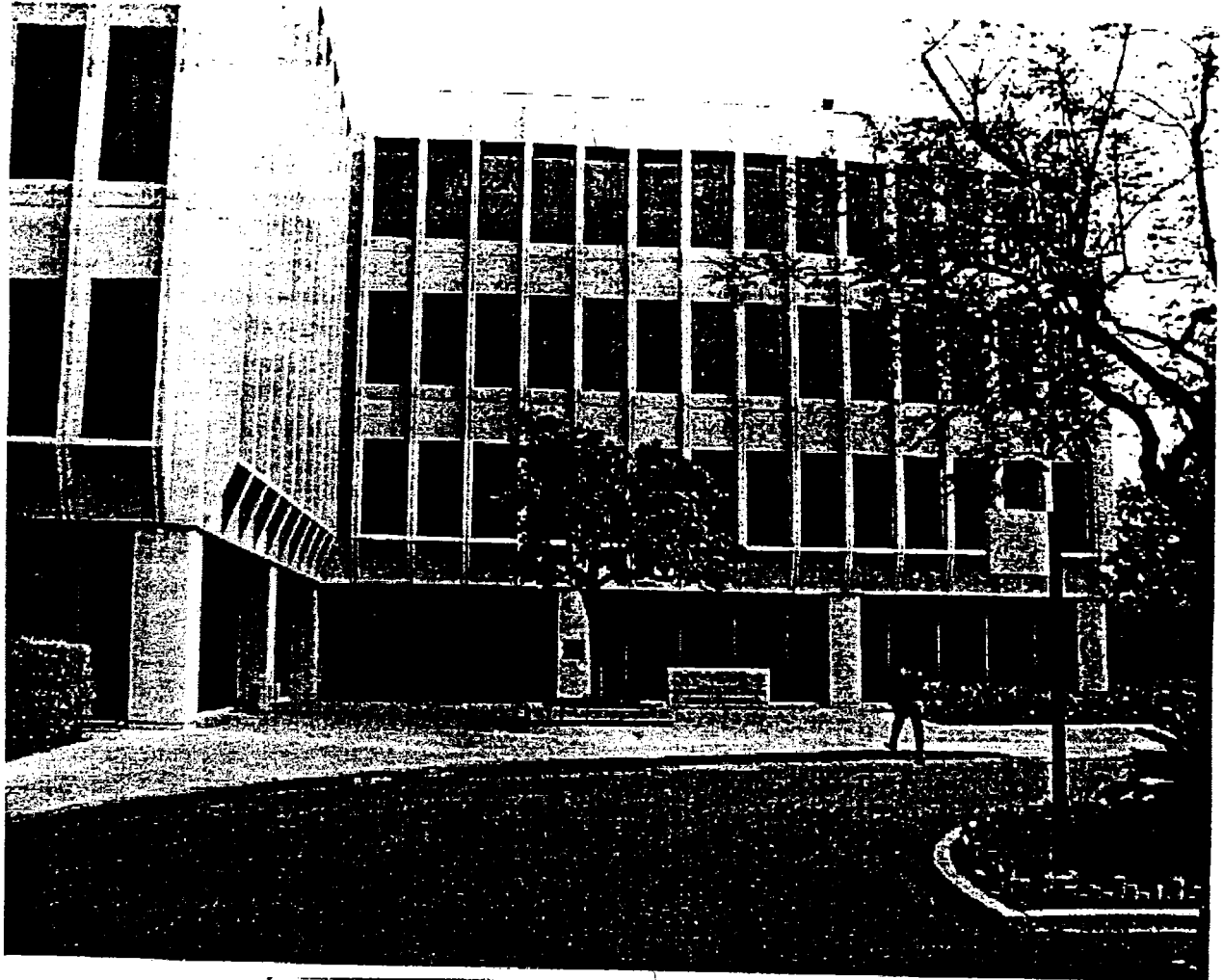
22.0 UTILITIES

22.1 The County shall provide and pay for all necessary utilities including an analog line for credit card transactions but excluding telephones and analog line use charge.

22.2 Concessionaire waives any and all claims against County for compensation for loss of damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the concession premises.

22.3 Concessionaire shall provide telephone instruments and service for its operation. The telephone number shall be placed in the name of Concessionaire and shall not be transferable to any other location.

ATTACHMENT B
CONCESSION LOCATION - CAFETERIA PLAN
SHERIFF'S DEPARTMENT HEADQUARTERS



**ATTACHMENT C
MENU AND PRICE LIST**

SHERIFF'S DEPARTMENT HEADQUARTERS

(attached - 9 pages)



Bountiful Breakfast

Select any 3 items\$2.85
Additional items.....\$.95 each

<i>Eggs (2)</i>	<i>Bacon (2 slices)</i>
<i>Sausage (2)</i>	<i>Ham (2 oz.)</i>
<i>Pancake (1)</i>	<i>French Toast (1)</i>
<i>Toast (2)</i>	<i>English Muffin (1)</i>
<i>Hash Browns</i>	

Breakfast Sandwich\$2.55
Toasted English muffin with choice of bacon, ham or sausage,
cheese and scrambled eggs.

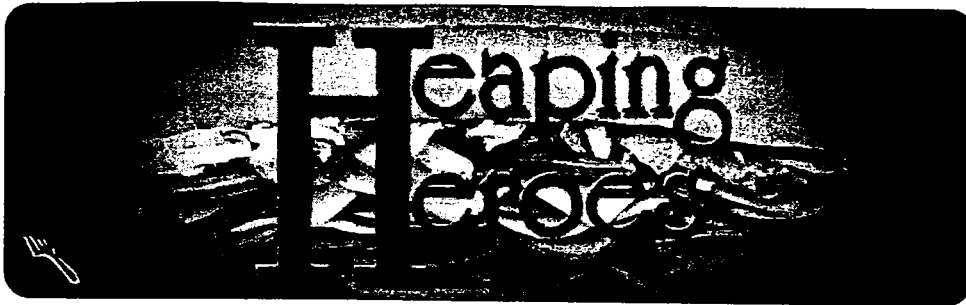
Cheese Omelet with Toast.....\$3.25

Ham & Cheese Omelet with Toast.....\$3.95

Breakfast Burrito\$2.20

Cold Cereal and Milk.....\$2.65

Yogurt \$.95



Heroes\$5.35
Your choice of deli meat, tuna salad or chicken salad, served with shredded lettuce, cheese, tomatoes, onions, olives, peppers, salt and pepper, oil and vinegar or mayonnaise and mustard on a hoagie roll with a Deli Salad.

Jr. Hero\$4.25
Same as the Full Hero except a smaller portion

Whole Sandwich\$3.95

Half Sandwich\$2.95

The Natural\$3.55

Veggie Delight\$3.60

Cheese\$.50

Avocado\$.65

Croissant\$.75

French Roll\$.35

CREATIVE SANDWICHES

*In addition to our Heaping Heroes, specialty sandwiches
are offered on a rotating basis.*

Avocado Lover

Black Forest Ham with Swiss and Honey Mustard

California Chicken Salad

Grilled Chicken Caesar Sandwich

Grilled Eggplant, Arugula and Pesto

Pastrami and Swiss with Sauerkraut

Roast Beef with Jalapeno Cheese and Chiles

Shrimp Salad and Baby Greens

Silicon Valley Cheesesteak

Smoked Ham and Gouda Cheese

Southwestern Grilled Chicken

Thai Peanut Wrap

Tuna Salad with Lemon and Light Mayo in Pita

Chicken Salad and Bacon on Croissant

Tuna Salad with Apples

Turkey, Avocado and Provolone

Veggie Wrap

Yogurt Chicken Salad

Smoked Turkey with Cranberry Relish



Entrees\$3.95 - \$5.95

Soup of the Day\$1.25/\$1.80

Home Style Chili\$1.50/\$1.95

"Lighter Side" offers smaller portions of the daily entrée and side dishes at a slightly reduced price.

Entrees\$2.95 – 4.95

SOUPS

Among the choices . . .

Beef Barley

Hot and Sour

Creamy Garlic

Guido's Minestrone

Vegetable Beef

Mushroom Barley

Mexican Meatball

Roasted Red Pepper

Cauliflower Cheddar

Tofu Miso

Down South Chicken Gumbo

Cream of Fresh Mushroom

Frenchy's Onion

Split Pea with Smoked Ham

Corn and Red Pepper Chowder

Manhattan Clam Chowder

Western Black Bean

Wild Rice & Roasted Veggie

Lentil Vegetarian

Thai Chili and Cabbage

Chicken Orzo

Potato Leek

Garden Greens

Tomato Bisque

Gazpacho

Spicy Tortilla

Wor Won Ton

Butternut Squash

Portugese Bean

Hearty Chili

ENTREES

Chicken and Spinach Lasagna Alfredo with Salad Italiano
Super Taco Salad with Guacamole and Pico de Gallo
Seafood Cannelloni with Bruschetta and Tossed Greens
Creamy Dijon Chicken Breast, Roasted Red Potatoes and Corn Salad
Strip Steak with Bell Pepper Medley and Garlic Smashed Potatoes
Roast Breast of Turkey with Herb Gravy and Whipped Potatoes
Baked Ziti with Italian Sausage, Garlic Bread and Greens
Cumin and Honey Marinated Pork Loin with Moroccan Couscous
Chicken Cacciatore with Sweet Peppers and Grilled Polenta
Teriyaki Shrimp Kabob, Garlic Rice and Japanese Eggplant
Pork Roast Normandy, Yukon Gold Potatoes and Green Beans
Linguini with White Clam Sauce, and Italian Salad
Caribbean Jerk Chicken, Summer Rice and Vegetables
Asian Stir Fry with Black Bean Sauce over Rice Noodles
Southern Barbecued Chicken, Red Beans and Rice
Plum Sauce Chicken with Eggplant Salad
Steamed Fresh Fish with Ginger / Chive Sauce and Baby Bok Choy

VEGETARIAN SPECIALS

Vegetable Calzone with Sauce Arrabbiata
Spicy Indian Curry with Lemongrass and Basmati Rice
Angel Hair with Roasted Vegetables
Sautéed Blue Lake Beans with Portobello Mushrooms
Eggplant Parmesan with Tossed Greens
Enchilada Suiza with Polenta and Black Beans
Mediterranean Falafel with Cucumber Salad
Three Mushroom Stroganoff with Noodles and Snap Peas
Pesto Pasta Twirls with Antipasto Salad
Spring Strudel with Fresh Fruit Salad
Veggie Lasagna with Spinach Salad
Szechwan Tofu Stir Fry with Pea Sprouts
Barbecued Squash Burrito with Pinto Beans

WE ALSO FEATURE

Down Home Breakfast Bars
Baked Potato Bars
Italian Pizza/Pasta Bars
Mexican Fiesta Bars
Japanese Sushi Bars
Chinese Buffet



Salad Bar.....	\$.32 per ounce
Fruit Salad (8oz to 12oz).....	\$1.60/\$2.40
Specialty Salads	\$4.45 - \$5.65

Tuna Salad & Baby Greens Chicken Salad Platter

Classic Chef

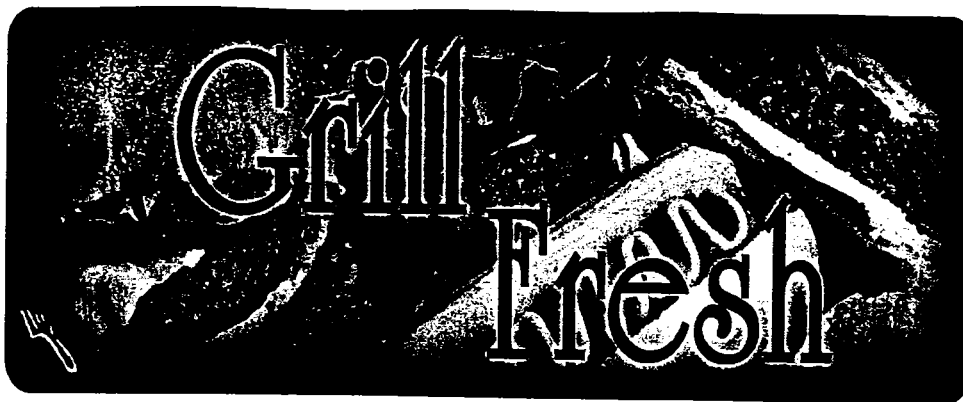
Chinese Chicken

Cobb Salad

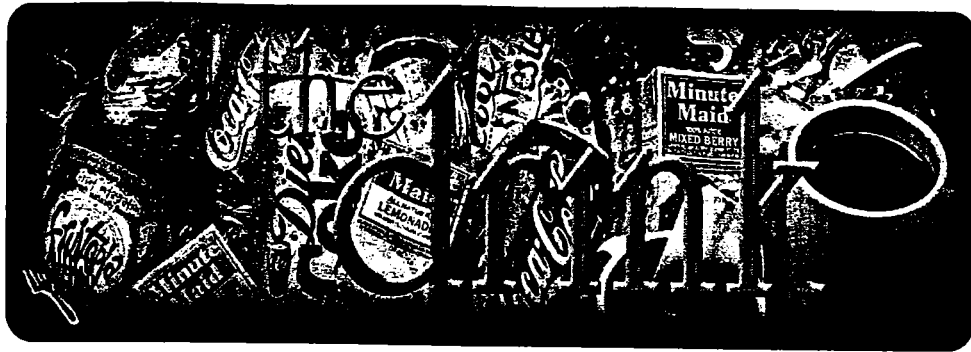
Among the salad bar choices . . .

<i>Spinach</i>	<i>Coleslaw</i>	<i>Chicken w/ Pea Pods</i>
<i>Tuna Salad</i>	<i>Bean Sprouts</i>	<i>Diced Ham</i>
<i>Sliced Cucumbers</i>	<i>Marinated Vegetables</i>	<i>Potato Salad</i>
<i>Zucchini</i>	<i>Red Onion</i>	<i>Diced Cheeses</i>
<i>Broccoli</i>	<i>Cottage Cheese</i>	<i>Hard Cooked Eggs</i>
<i>Ripe Olives</i>	<i>Artichoke vinaigrette</i>	<i>Carrot Curls</i>
<i>Assorted Pickles</i>	<i>Chick Peas</i>	<i>Celery Sticks</i>
<i>Radishes</i>	<i>Chopped Celery</i>	<i>Sliced Mushrooms</i>
<i>Cauliflower</i>	<i>Green Bell Peppers</i>	<i>Marinated Vegetables</i>
<i>Three Bean Salad</i>	<i>Red Bell Peppers</i>	<i>Broccoli Vinaigrette</i>
<i>Croutons</i>	<i>Bacon Bits</i>	<i>Tofu</i>
<i>Jicama</i>	<i>Alfalfa Sprouts</i>	<i>Sunflower Seeds</i>
<i>Fresh Fruit Salad</i>	<i>Lentil Salad</i>	<i>Raisins</i>
<i>Antipasto</i>	<i>Grated Cheese</i>	<i>Hominy</i>
<i>Green Onions</i>	<i>Cherry Tomatoes</i>	<i>Petite Peas</i>
<i>Lettuce Blends</i>	<i>Beets</i>	<i>Pepperoncini</i>

A selection of classic and low calorie dressings, olive oils, specialty vinegar and cracked pepper will always be available. The salad bar station will include an attractive arrangement of assorted breads, rolls and muffins to complement the salads.



<i>Grilled Chicken Breast</i>	<i>\$4.20</i>
<i>A plump, juicy chicken breast grilled to perfection, served on a toasted bun.</i>	
<i>Malibu Chicken</i>	<i>\$4.95</i>
<i>A chicken breast enhanced with ham and Jack cheese.</i>	
<i>Western Grilled Cheesesteak</i>	<i>\$4.45</i>
<i>Hot roast beef served with grilled onions, peppers and cheese on a French roll.</i>	
<i>Old Fashion Burger with French Fries</i>	<i>\$3.75</i>
<i>1/3 pound burger served on a bun with lettuce, tomato and pickle.</i>	
<i>Old Fashion Cheese Burger with French Fries.</i>	<i>\$4.25</i>
<i>Bacon & Cheese Burger with French Fries.....</i>	<i>\$4.85</i>
<i>The Alternate Veggie Burger</i>	<i>\$3.75</i>
<i>Cheese Melt.....</i>	<i>\$3.25</i>
<i>Tuna Melt.....</i>	<i>\$3.75</i>
<i>Super Dog.....</i>	<i>\$1.95</i>
<i>French Fries.....</i>	<i>\$1.25</i>
<i>Onion Rings.....</i>	<i>\$1.25</i>
 <i>The "Lighter Side"</i>	
<i>Hamburger (2 oz. patty, mustard & pickle on a bun).....</i>	<i>\$.90</i>
<i>Cheese Burger (2 oz. patty, cheese, mustard & pickle on a bun).....</i>	<i>\$1.15</i>



<i>Soda (bottled)</i>	<i>\$.75/\$1.25</i>
<i>Pepsi Fountain Soda (24oz/32oz/44oz)</i>	<i>\$1.00 1.45/\$1.65</i>
<i>Fountain Juices (12oz/20oz)</i>	<i>\$1.30/\$1.80</i>
<i>Mineral (Plain & Juice)</i>	<i>\$.95/\$1.30</i>
<i>Bottled Water</i>	<i>\$1.05/\$1.85</i>
<i>Bottled Fruit Juices</i>	<i>\$1.55</i>
<i>Bottled Ice Tea</i>	<i>\$1.45</i>
<i>Hot Chocolate</i>	<i>\$.75</i>
<i>Hot Tea</i>	<i>\$.75</i>
<i>Coffee "Perbica Micro Roasted" (12oz/20oz)</i>	<i>\$ 1.00/\$.1.45</i>
<i>Milk (pint)</i>	<i>\$1.10</i>
<i>Bottled Specialty Drinks</i>	<i>\$1.25 - \$2.95</i>



<i>Bagel.....</i>	<i>\$1.10</i>
<i>Bagel with Cream Cheese</i>	<i>\$1.65</i>
<i>Muffins & Pastries.....</i>	<i>\$1.10/\$1.75</i>
<i>Donuts</i>	<i>\$.75/\$1.25</i>
<i>Carrot Cake</i>	<i>\$1.75</i>
<i>Double Chocolate Brownie</i>	<i>\$1.45</i>
<i>Cookies (3 - ½ oz)</i>	<i>\$1.00</i>
<i>Freshly Baked Cookie.....</i>	<i>\$.35</i>
<i>Assorted Pies.....</i>	<i>\$1.75</i>
<i>Specialty Cakes</i>	<i>Market Price</i>

**ATTACHMENT D
COUNTY FIXTURES AND EQUIPMENT
SHERIFF'S DEPARTMENT HEADQUARTERS**

LOCATION AND ITEM	QUANTITY
OFFICE	
2-door cabinet	1
Desk	1
2-door file cabinet	1
Metal book case	1
Cork boards	1
Chairs	4
KITCHEN	
Rolling carts (no brand name)	1
Trash cans (40 gal)	3
Paper towel dispenser	1
Soap dispenser	2
Hulman-Toastmaster toaster	1
Larter-Hoffman dish warmer	1
Dishwashing racks	5
Scotsman shaved ice maker	1
Food receiver	1
Basket fryer	2
Brown lunch trays	78
Walk-in Cooler & Freezer assembly	1
Refrigerator system	2
Shelving (units)	4
Shelving (units)	3
Fire protection system	1
Exhaust hood	1
Equipment stand assembly	1
Steamer	1
Convection oven	1
Range	1
Fryer	1
Fryer drain cabinet	1
Range cabinet	2
Pass-thru refrigerator	1
Preparation table assembly	1
Slicer	1
Preparation table assembly	1
Preparation table assembly	1
Rack dollies	2
Dishwasher assembly w/booster	1
Garbage disposal	1
Dishwasher exhaust hood assembly	1
Tray service rack	1

KITCHEN (<i>continued</i>)	
Tray pick up counter assembly	1
Pick up counter assembly	2
Ice cream cabinet	1
Refrigerator base	2
Condiment counter assembly	1
Microwave oven	2
CAFETERIA DINING ROOM	
6' round tables	6
5' round tables	2
Square tables	6
Chairs (orange)	16
Chairs (light grey)	13
Chairs (blue)	15
Chairs (yellow)	15
Chairs (charcoal)	12

**ATTACHMENT E
CONCESSIONAIRE FIXTURES/EQUIPMENT/SMALLWARES
SHERIFF'S DEPARTMENT HEADQUARTERS**

ITEM	QUANTITY
1.5 Black Salad Crock w/lid	12
1.2 Black Salad Crock w/lid	12
0.6 Black Salad Crock w/lid	12
9-inch Petal Black Mist Bowl	8
15-in. Petal Black Mist Bowl	4
18-In. Petal Black Mist Bowl	3
40-quart Ribbed Black Bowl	2
15-inch Pebbled Bowl	4
9 in.Blk. Salad Tongs Plastic	12
12 in. Blk. Salad Tongs Plastic	4
2 oz. Salad Dressing Spoons Black	7
12 inch S/S tongs	6
9 inch S/S tongs	6
2 oz. Salad Dressing Ladles/no name	6
STORAGE CONTAINERS	
4 quart Round storage container clear	6
2 & 4 quart storage containers lids	6
8 quart Round Storage Container clear	4
6 & 8 quart container lid	4
22 qt Round storage container clear	4
12,18,22, quarr container lid	4
12x12 square clear container w/lid	4
Grey Plastic Dish Box 15x20x7	6
18x 24 in.clear plastic storage w/lids	4
S/S Ladle 2 oz	2
S/S Ladle 4 oz.	2
S/S Ladle 6 oz.	2
4 ounce Ice Cream Scoop	3
2 3/4 ounce Ice Cream Scoop	2
Sandwich Spreader	4
Potato Peeler	2
Cooks Knife	2
Serrated Bread Knife	2
Parer Knife	2
Can Opener	1
12 inch Utility Fork	2
S/S Basting Spoon 13 inch	8
Perforated Serving Spoon s/s	8
Cambro/Clear 6x6x6 Plastic inserts Sand. 8 each	8
Cambro/Clear 6x6x4 inserts for sandwich bar	8
Cambro Plastic lid for 6th inserts	8
s/s pan 12x7x4	4

STORAGE CONTAINERS (continued)	
Covers for 1/3d pans	4
s/s half pan 2 1/2 inch	4
s/s half pan 4 inch	4
s/s half pan 6 inch	4
covers for half pans	4
s/s full pans 2 inch	8
s/s full pans 4 inch	8
full pan lids	4
s/s Insert for Soup or Chili 11 quart	2
s/s lids for soup insert	2
10 quart Alum Sauce Pan	1
2 3/4 QT. Sauce Pan	2
8 quart Sauce Pan	1
Lid for 8 quart sauce pan	1
24 quart Stock Pot	1
14 quart Stock Pot	1
Large Frying Pan	2
Brazier 12 quart	1
8 inch fry pan	2
10 inch fry pan	1
full sheet pans	6
half sheet pans	4
bread loaf pans	2
muffin pans	2
11 quart colander	2
13 quart s/s mixing bowls	2
8 quart mixing bowls	1
5 quart mixing bowl	1
Hamburger Turner	1
Perforated HB Turner	1
HB Press	1
Ice Bin Scoop Plastic 64 ounce	2
Pastry Brush White for Grill	2
Blue Lunch Trays	20
32 ounce portion scale	2
Waring Blender	1
Cash Register	1
Chafer for Catering Rec. 8 qt.	4
Rectangular 14x10" Platter Black	4
White Swirl Coffee Servers	6
S/S Black to serve half & half	4
Wrought Iron LunchStop Sign	1
All Décor	
Menu Board	1
Digital Scale	1

Push Broom	1
Mop & Handle	1
Mop Bucket w/ wringer	1
2/Shelf Heavy Duty Carts	3
Micro Wave/1500 watts	1
Cater Trays/Silver Large square	4
Cater Trays/Silver Medium oval	4
Black Wire Display Baskets/Large & Small	15
Silver wire display basket	2
Snack & Chip Racks	
Call Bell	1
Induction Burners (display cooking) 120 volts	2
Induction Fry Pans 10-Inch	2
Cheese Grater 9 inch	2
French Whip 9-inch & 12-inch	2
S/S Liquid Measuring cup 2 quart	1
2 Piece Oil & Vinegar Cruet Set	1
Dripcut Syrup Dispenser	2
Rubber Spoon Stir	6
Egg Slicer	1
Gold Display Pan w/texture	3
s/s Pie Server	2
S/S dividers for sandwich refer	6
Thermometers for all freezers & reach-ins	8
Pastry Hindged cover for ½ sheet pan (clear)	2
Long handled grill scrapper	1
Small plastic squeeze bottles	6
Clear Plastic Water pitchers	6
Peppercorn Grinder/Salad bar item	1
Cutting Board wht 12/18/1/2	3
Grey heavy duty pot holders	4
Bestex Oven Mitt 17-inches long	2
Heavy Duty Metal Dust Pan	1
Wet Mop Head 24 ounce	1
Cutting Board Red 12/18/1/2	2
Cutting Board Green 12/18/1/2	2
Storage Stand for Cutting Boards	1
Oven Thermometer 200/500	2
Thermometer, Pocket 0/220	5
Funnel 1 quart capacity	1
Measuring Spoon set 4 pcs.	1
Measuring Cup set s/s	1
Cake Stand & Cover	1
s/s full pans 6 inch deep	6

EARNED INCOME TAX CREDIT - IRS NOTICE 1015

(Obtain latest version from IRS website – <http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)

Department of the Treasury, Internal Revenue Service

Notice 1015 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC? The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC? The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC? Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments? Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

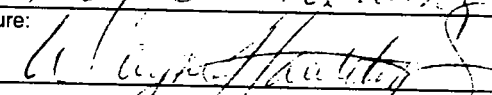
GAIN/GROW PARTICIPANTS, WILLINGNESS TO CONSIDER

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposer's unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment opening.
- ☐ Yes (subject to verification by the County)
☐ No
- B. Proposer is willing to consider GAIN/GROW participants or any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
- ☒ Yes
☐ No
- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
- ☐ Yes
☐ No
☐ N/A – program is not available

Proposer Organization:		
LUNCHSTEP, Inc.		
Company Address:		
81 GREAT CHASE BLVD		
City:	State:	Zip
San Jose	California	95119
Telephone Number:		
408 656-6996		
Print Name:		
Wynne / J Consulting, Inc.		
Signature:		
		

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	L. M. ST. INC.		
Company Address:	800 GRANT CREEK BLVD		
City:	San Jose	State:	CA
Telephone Number:	408 224-0900		
Solicitation For _____ Services):			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	W. J. T. (Signature) Sr.	Title:	PRESIDENT
Signature:	(Signature)	Date:	1/14/05

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this

chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR
DEBARMENT ORDINANCE

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

List of Contractors Debarred in Los Angeles County

Vendor Name:	<u>Shobie Enterprises DBA Seahawk Construction</u>	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005
Vendor Name:	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006
Vendor Name:	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

COUNTY OF LOS ANGELES - LIVING WAGE ORDINANCE

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <u>Lucas Step Inc.</u>			
Company Address: <u>81 Grant Street Blvd</u>			
City: <u>San Jose</u>		State: <u>CA</u>	Zip Code: <u>95119</u>
Telephone Number: <u>408 224 0111</u>	Facsimile Number: <u>408 224 0900</u>	Email Address: <u>ccc@lucastep.com</u>	
Awarding Department: <u>214 Grant Street Sheriff's Headquarter</u>			Contract Term: <u>3 yrs</u>
Type of Service: <u>Cafeteria</u>			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- ☒ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☒ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <i>Wayne J. Guldin, Sr.</i>	TITLE: <i>President</i>
SIGNATURE: <i>[Signature]</i>	DATE: <i>1/14/05</i>

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____
(Specify)

- ☐ I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

COUNTY OF LOS ANGELES - LIVING WAGE ORDINANCE AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

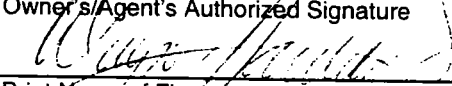
History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Wayne J. Goulding, Sr. President
Print Name of Firm L. J. Goulding, Inc.	Date 1/14/05

LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the *County Code Chapter 2.160, Lobbyist Ordinance*.

The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Walter J. Conkling Sr., President
Typed Name and Title of Signer


Signature

1/14/07
Date

SAFELY SURRENDERED BABY LAW

(Pamphlet, attached – 4 pages)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

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Vonne Brathwaite Burke, Supervisora, Segundo Distrito

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Don Knabe, Supervisor, Cuarto Distrito

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Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.